



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Curtis A. Phelps

File: B-238729

Date: August 29, 1990

DECISION

Mr. Curtis A. Phelps, a former employee of the General Services Administration (GSA), appeals our Claims Group's determinations which denied his requests for a recomputation of severance pay based on his interpretation of 5 C.F.R. § 550.704(b)(2) (1990).^{1/} For the following reasons, we affirm our Claims Group's determinations.

In his appeal Mr. Phelps contends that, according to his interpretation of 5 C.F.R. § 550.704(b)(2) (1990), he should have received not only credit for each of his 20 years of service, but also an additional one-quarter-of-a year credit for each of these same years for a total of 25 years of creditable civilian service. This would result in an additional \$3,926 being added to his basic severance pay allowance. His basic severance pay allowance would then be \$27,482, which would be used to compute his age adjustment allowance. In turn this would entitle him to \$38,474 in severance pay as opposed to \$32,978 which GSA has paid him. He also contends that the wording of GSA's computation sheets is inconsistent with the wording of the severance pay formula required by 5 C.F.R. § 550.704(b)(2) (1990).

GSA contends that Mr. Phelps's interpretation of 5 C.F.R. § 550.704(b)(2) (1990) is clearly mistaken, and that the wording on GSA's severance pay computation sheets is consistent with the regulation in question. Our Office provided Mr. Phelps with an opportunity to comment on GSA's report, and we have fully considered his comments.

Title 5 C.F.R. § 550.704(b)(2) (1990) provides:

"In computing an employee's total years of creditable civilian service under paragraph (b)(1) of this section, the agency shall credit him with each full

^{1/} Z-2866482, November 7, 1989, and Z-2866482, August 25, 1989.

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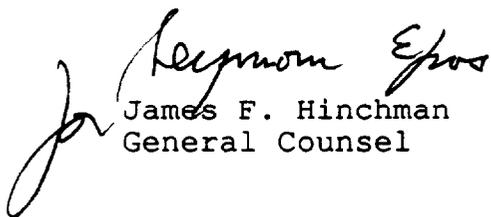
year and with 25 percent of a year for each 3 months of creditable civilian service that exceeds 1 or more full years."

Our interpretation of the plain meaning of this formula is consistent with GSA's interpretation and our Claims Group's determinations, and is as follows. The agency shall credit the employee with each full year of creditable civilian service, and with 25 percent of a year for each 3 months of creditable civilian service that exceeds 1 or more full years, i.e., that exceeds the previously served year or years, as the case may be.

In Mr. Phelps's case, his creditable civilian service was 20 years, 1 month, and 1 day. Since his service did not exceed the 20 full years by at least 3 months, he was not entitled to an additional quarter-of-a-year credit. Mr. Phelps apparently believes that he should have received not only credit for each year, but also an additional one-quarter-of-a-year credit for each of these same years for a total of 25 years of creditable civilian service. Such an interpretation is not in accord with the plain meaning of the regulation.

We have also reviewed GSA's computation sheets. While, as Mr. Phelps points out in his appeal, some of the wording used is slightly different than that used in the regulation, e.g. "is credited" instead of "shall credit," we did not find any essential differences between the wording used in GSA's computation sheets and the wording of the regulation in question.

Accordingly, Mr. Phelps's claim for additional severance pay is denied.


James F. Hinchman
General Counsel